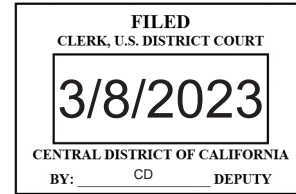


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9



10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 ARMAN NIKOGOSYAN,

16 Defendant.
17

No. 2:22-CR-00610-JFW

PLEA AGREEMENT FOR DEFENDANT
ARMAN NIKOGOSYAN

18 1. This constitutes the plea agreement between ARMAN
19 NIKOGOSYAN ("defendant"), and the United States Attorney's Office
20 for the Central District of California (the "USAO") in the above-
21 captioned case. This agreement is limited to the USAO and cannot
22 bind any other federal, state, local, or foreign prosecuting,
23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a) At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to the information,
28

1 which charges defendant with Conspiracy to Launder Money, in
2 violation of 18 U.S.C. § 1956.

3 b) Not contest facts agreed to in this agreement.

4 c) Abide by all agreements regarding sentencing
5 contained in this agreement.

6 d) Appear for all court appearances, surrender as
7 ordered for service of sentence, obey all conditions of any bond,
8 and obey any other ongoing court order in this matter.

9 e) Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
12 not within the scope of this agreement.

13 f) Be truthful at all times with Pretrial Services, the
14 United States Probation Office, and the Court.

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of
24 imprisonment imposed exceeds fifteen years.

25 k) Support the government's request that defendant's
26 supervised release include the following suspicionless search
27 conditions:
28

1 Defendant shall submit defendant's person and any
2 property, residence, vehicle, papers, computer, other
3 electronic communication or data storage devices or media,
4 and effects to search and seizure at any time of the day
5 or night by any law enforcement or probation officer, with
6 or without a warrant, and with or without cause. If
7 stopped or questioned by a law enforcement officer for any
8 reason, defendant shall notify that officer that defendant
9 is on federal supervised release and subject to search
10 with or without cause.

11 3. Defendant further agrees:

12 To forfeit all right, title, and interest in and to any and all
13 monies, properties, and/or assets of any kind, derived from or
14 acquired as a result of, or used to facilitate the commission of, or
15 involved in the illegal activity to which defendant is pleading
16 guilty, specifically including, but not limited to, the following:
17 The approximately \$194,497 in U.S. Currency seized from defendant's
18 home on December 2, 2020, (the "Forfeitable Property").

19 a. To the Court's entry of an order of forfeiture at or
20 before sentencing with respect to the Forfeitable Property and to
21 the forfeiture of the assets.

22 b. That the Preliminary Order of Forfeiture shall become
23 final as to the defendant upon entry.

24 c. To take whatever steps are necessary to pass to the
25 United States clear title to the Forfeitable Property, including,
26 without limitation, the execution of a consent decree of forfeiture
27 and the completing of any other legal documents required for the
28 transfer of title to the United States.

29 d. Not to contest any administrative forfeiture
30 proceedings or civil judicial proceedings commenced against the
31 Forfeitable Property. If defendant submitted a claim and/or
32 petition for remission for all or part of the Forfeitable Property

1 on behalf of himself or any other individual or entity, defendant
2 shall and hereby does withdraw any such claims or petitions, and
3 further agrees to waive any right he may have to seek remission or
4 mitigation of the forfeiture of the Forfeitable Property. Defendant
5 further waives any and all notice requirements of 18 U.S.C.
6 § 983(a)(1)(A).

7 e. Not to assist any other individual in any effort
8 falsely to contest the forfeiture of the Forfeitable Property.

9 f. Not to claim that reasonable cause to seize the
10 Forfeitable Property was lacking.

11 g. To prevent the transfer, sale, destruction, or loss
12 of the Forfeitable Property to the extent defendant has the ability
13 to do so.

14 h. To fill out and deliver to the USAO a completed
15 financial statement listing defendant's assets on a form provided by
16 the USAO.

17 i. That forfeiture of Forfeitable Property shall not be
18 counted toward satisfaction of any special assessment, fine,
19 restitution, costs, or other penalty the Court may impose.

20 j. With respect to any criminal forfeiture ordered as a
21 result of this plea agreement, defendant waives: (1) the
22 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)
23 regarding notice of the forfeiture in the charging instrument,
24 announcements of the forfeiture at sentencing, and incorporation of
25 the forfeiture in the judgment; (2) all constitutional and statutory
26 challenges to the forfeiture (including by direct appeal, habeas
27 corpus or any other means); and (3) all constitutional, legal, and
28 equitable defenses to the forfeiture of the Forfeitable Property in

1 any proceeding on any grounds including, without limitation, that
2 the forfeiture constitutes an excessive fine or punishment.
3 Defendant acknowledges that the forfeiture of the Forfeitable
4 Property is part of the sentence that may be imposed in this case
5 and waives any failure by the Court to advise defendant of this,
6 pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the
7 time the Court accepts defendant's guilty plea.

8 THE USAO'S OBLIGATIONS

9 4. The USAO agrees to:

10 a) Not contest facts agreed to in this agreement.

11 b) Except for criminal tax violations (including
12 conspiracy to commit such violations chargeable under 18 U.S.C.
13 § 371), not further criminally prosecute defendant for violations of
14 21 U.S.C. § 841 based on facts contained in the discovery.
15 Defendant understands that the USAO is free to criminally prosecute
16 defendant for any other unlawful past conduct or any unlawful
17 conduct that occurs after the date of this agreement. Defendant
18 agrees that at the time of sentencing the Court may consider the
19 uncharged conduct in determining the applicable Sentencing
20 Guidelines range, the propriety and extent of any departure from
21 that range, and the sentence to be imposed after consideration of
22 the Sentencing Guidelines and all other relevant factors under 18
23 U.S.C. § 3553(a).

24 NATURE OF THE OFFENSE

25 5. Defendant understands that for defendant to be guilty of
26 conspiracy to launder money, in violation of Title 18, United States
27 Code, Section 1956(h), the following must be true: First, during
28 the time period alleged in the information there was an agreement

1 between two or more persons to launder money; Second, defendant
2 became a member of the conspiracy knowing of its object and
3 intending to help accomplish it. The elements of money laundering,
4 in turn, are as follows: First, defendant conducted a financial
5 transaction involving property that represented the proceeds of bank
6 fraud; Second, defendant knew that the property represented the
7 proceeds of bank fraud; and Third, defendant knew that the
8 transaction was designed in whole or in part to conceal or disguise
9 the nature, location, source, ownership, and control of the
10 proceeds. A financial transaction is a transaction involving the
11 use of a financial institution that is engaged in, or the activities
12 of which affect interstate or foreign commerce in any way.

13 PENALTIES AND RESTITUTION

14 6. Defendant understands that the statutory maximum sentence
15 that the Court can impose for a violation of Title 18, United States
16 Code, Sections 1956(h), is: 20 years imprisonment; a three-year
17 period of supervised release; a fine of \$500,000, or twice the
18 amount involved in the transfers, whichever is greatest; and a
19 mandatory special assessment of \$100.

20 7. Defendant understands that supervised release is a period
21 of time following imprisonment during which defendant will be
22 subject to various restrictions and requirements. Defendant
23 understands that if defendant violates one or more of the conditions
24 of any supervised release imposed, defendant may be returned to
25 prison for all or part of the term of supervised release authorized
26 by statute for the offense that resulted in the term of supervised
27 release, which could result in defendant serving a total term of
28 imprisonment greater than the statutory maximum stated above.

1 8. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.
5 Defendant understands that once the court accepts defendant's guilty
6 plea, it will be a federal felony for defendant to possess a firearm
7 or ammunition. Defendant understands that the conviction in this
8 case may also subject defendant to various other collateral
9 consequences, including but not limited to revocation of probation,
10 parole, or supervised release in another case and suspension or
11 revocation of a professional license. Defendant understands that
12 unanticipated collateral consequences will not serve as grounds to
13 withdraw defendant's guilty plea.

14 9. Defendant understands that defendant will be required to
15 pay full restitution to the victims of the offense to which
16 defendant is pleading guilty. Defendant agrees that, in return for
17 the USAO's compliance with its obligations under this agreement, the
18 Court may order restitution to persons other than the victims of the
19 offenses to which defendant is pleading guilty and in amounts
20 greater than those alleged in the count to which defendant is
21 pleading guilty. In particular, defendant agrees that the Court may
22 order restitution to any victim of any of the following for any
23 losses suffered by that victim as a result: (a) any relevant
24 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
25 offenses to which defendant is pleading guilty; and (b) any counts
26 dismissed and charges not prosecuted pursuant to this agreement as
27 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
28 connection with those counts and charges. The parties currently

1 believe that the applicable amount of restitution is approximately
2 **\$3,000,000**, but recognize and agree that this amount could change
3 based on facts that come to the attention of the parties prior to
4 sentencing.

5 FACTUAL BASIS

6 10. Defendant admits that defendant is, in fact, guilty of the
7 offense to which defendant is agreeing to plead guilty. Defendant
8 and the USAO agree to the statement of facts provided below and
9 agree that this statement of facts is sufficient to support a plea
10 of guilty to the charges described in this agreement and to
11 establish the Sentencing Guidelines factors set forth below but is
12 not meant to be a complete recitation of all facts relevant to the
13 underlying criminal conduct or all facts known to either party that
14 relate to that conduct.

15 Beginning in 2020, and continuing through December 2, 2020,
16 there was an agreement between two or more persons to launder
17 money. Defendant became a member of that conspiracy knowing of
18 its object and intending to help accomplish it. In furtherance
19 of the conspiracy, defendant arranged to receive the cash
20 proceeds of an unemployment fraud scheme in which his co-
21 conspirators applied for unemployment benefits in the names of
22 other persons and then used the debit cards issued by Bank of
23 America in those names to withdraw the fraudulently obtained
24 benefits. Defendant, knowing that the cash was proceeds of
25 bank fraud, had some of it deposited under assumed names
26 including those of shell businesses with Royal Business Bank
27 and Wells Fargo Bank, financial institutions that are engaged
28 in interstate commerce. Defendant then had the bank fraud
proceeds sent abroad, and used to purchase gold, in order to
conceal their source, ownership, and location. During this
conspiracy, defendant laundered at least \$3,000,000 in bank
fraud proceeds that his co-conspirators brought him in cash.
The approximately \$194,497 in cash seized from defendant's home

1 on December 2, 2021, was proceeds of bank fraud that defendant
2 intended to launder.

3 SENTENCING FACTORS

4 11. Defendant understands that in determining defendant's
5 sentence the Court is required to calculate the applicable
6 Sentencing Guidelines range and to consider that range, possible
7 departures under the Sentencing Guidelines, and the other sentencing
8 factors set forth in 18 U.S.C. § 3553(a). Defendant understands
9 that the Sentencing Guidelines are advisory only, that defendant
10 cannot have any expectation of receiving a sentence within the
11 calculated Sentencing Guidelines range, and that after considering
12 the Sentencing Guidelines and the other § 3553(a) factors, the Court
13 will be free to exercise its discretion to impose any sentence it
14 finds appropriate up to the maximum set by statute for the crimes of
15 conviction.

16 12. Defendant and the USAO agree to the following applicable
17 Sentencing Guidelines factors:

18 Base Offense Level: 24 U.S.S.G. § 2S1.1(a)(2)

19 Defendant and the USAO reserve the right to argue that additional
20 specific offense characteristics, adjustments, and departures under
21 the Sentencing Guidelines are appropriate, except the government
22 agrees not to seek a role enhancement greater than two levels.

23 13. Defendant understands that there is no agreement as to
24 defendant's criminal history score or category.

25 14. Defendant and the USAO reserve the right to argue for a
26 sentence outside the sentencing range established by the Sentencing
27 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
28 (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

a) The right to persist in a plea of not guilty.

b) The right to a speedy and public trial by jury.

c) The right to be represented by counsel - and if necessary have the court appoint counsel - at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the court appoint counsel - at every other stage of the proceeding.

d) The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e) The right to confront and cross-examine witnesses against defendant.

f) The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g) The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h) Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

LIMITED WAIVER OF DISCOVERY

16. In exchange for the government's obligations under this agreement, defendant gives up any right he may have had to review the additional discovery.

WAIVER OF APPEAL OF CONVICTION

17. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty pleas were involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's convictions on the offenses to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18. Defendant agrees that, provided the Court imposes a term of imprisonment of no more than fifteen years, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$50,000,000; and (f) the conditions of probation or supervised release imposed by the Court.

19. Defendant also gives up any right to bring a post-conviction collateral attack on the convictions or sentence, including any order of restitution, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction.

20. The USAO gives up its right to appeal any portion of the sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

21. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

EFFECTIVE DATE OF AGREEMENT

22. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

BREACH OF AGREEMENT

23. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not

1 be deemed to have cured a breach without the express agreement of
2 the USAO in writing. If the USAO declares this agreement breached,
3 and the Court finds such a breach to have occurred, then: (a) if
4 defendant has previously entered a guilty plea pursuant to this
5 agreement, defendant will not be able to withdraw the guilty pleas,
6 (b) the USAO will be relieved of all its obligations under this
7 agreement, and (c) defendant will still be bound by defendant's
8 obligations under this agreement.

9 24. Following the Court's finding of a knowing breach of this
10 agreement by defendant, should the USAO choose to pursue any charge
11 that was either dismissed or not filed as a result of this
12 agreement, then:

13 a) Defendant agrees that any applicable statute of
14 limitations is tolled between the date of defendant's signing of
15 this agreement and the filing commencing any such action.

16 b) Defendant waives and gives up all defenses based on
17 the statute of limitations, any claim of pre-indictment delay, or
18 any speedy trial claim with respect to any such action, except to
19 the extent that such defenses existed as of the date of defendant's
20 signing this agreement.

21 c) Defendant agrees that: (i) any statements made by
22 defendant, under oath, at the guilty plea hearing (if such a hearing
23 occurred prior to the breach); (ii) the agreed to factual basis
24 statement in this agreement; and (iii) any evidence derived from
25 such statements, shall be admissible against defendant in any such
26 action against defendant, and defendant waives and gives up any
27 claim under the United States Constitution, any statute, Rule 410 of
28 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of

1 Criminal Procedure, or any other federal rule, that the statements
2 or any evidence derived from the statements should be suppressed or
3 are inadmissible.

4 COURT AND PROBATION OFFICE NOT PARTIES

5 25. Defendant understands that the Court and the United States
6 Probation Office are not parties to this agreement and need not
7 accept any of the USAO's sentencing recommendations or the parties'
8 agreements to facts or sentencing factors.

9 26. Defendant understands that both defendant and the USAO are
10 free to: (a) supplement the facts by supplying relevant information
11 to the United States Probation Office and the Court, (b) correct any
12 and all factual misstatements relating to the Court's Sentencing
13 Guidelines calculations and determination of sentence, and (c) argue
14 on appeal and collateral review that the Court's Sentencing
15 Guidelines calculations and the sentence it chooses to impose are
16 not error, although each party agrees to maintain its view that the
17 calculations in the plea agreement are consistent with the facts of
18 this case. While this paragraph permits both the USAO and defendant
19 to submit full and complete factual information to the United States
20 Probation Office and the Court, even if that factual information may
21 be viewed as inconsistent with the facts agreed to in this
22 agreement, this paragraph does not affect defendant's and the USAO's
23 obligations not to contest the facts agreed to in this agreement.

24 27. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to
27 the maximum established by statute, defendant cannot, for that
28 reason, withdraw defendant's guilty pleas, and defendant will remain

bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise regarding the sentence defendant will receive, except that it will be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

28. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Andrew Brown


ANDREW BROWN
Assistant United States Attorney

October 31, 2022

Date


ARMAN NIKOGOSYAN
Defendant

02-17-2023
Date


GEORGE MGDERYAN
Attorney for Defendant
ARMAN NIKOGOSYAN

2/17/2023
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety in English, which I understand. In addition, I have had the entire agreement read to me in Armenian, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



ARMAN NIKOGOSYAN
Defendant

02-17-2023

Date

CERTIFICATION OF INTERPRETER

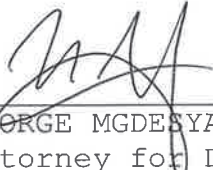
I am fluent in the written and spoken English and Armenian languages. I accurately translated this entire agreement from English into Armenian to defendant on this date.

1 Anahit Keshishyan 
2 INTERPRETER (Print name & Sign)

2/17/23
Date

3
4 CERTIFICATION OF DEFENDANT'S ATTORNEY

5 I am ARMAN NIKOGOSYAN's attorney. I have carefully and
6 thoroughly discussed every part of this agreement with my client.
7 Further, I have fully advised my client of my client's rights, of
8 possible pretrial motions that might be filed, of possible defenses
9 that might be asserted either prior to or at trial, of the
10 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
11 Sentencing Guidelines provisions, and of the consequences of
12 entering into this agreement. To my knowledge: no promises,
13 inducements, or representations of any kind have been made to my
14 client other than those contained in this agreement; no one has
15 threatened or forced my client in any way to enter into this
16 agreement; my client's decision to enter into this agreement is an
17 informed and voluntary one; and the factual basis set forth in this
18 agreement is sufficient to support my client's entry of a guilty
19 plea pursuant to this agreement.

20 
21 GEORGE MGDESYAN
22 Attorney for Defendant
23 ARMAN NIKOGOSYAN

2/17/23
Date